NPS Form 10-114 (Rev. 01/2017) National Park Service



SPECIAL USE PERMIT

Charles Young Buffalo Soldiers National Monument P.O. Box 428 Wilberforce, Ohio, 45384 937-352-6757



| Name | | | Park A | Alpha Code CHYO | | | |
|--|-------------------|---------------|--------------------|---|---|----------------|---------|
| Company/Organization | | | | Type o | of Use | | |
| Street Address | | | | Permi | t # | | |
| City | State | Zip Code | Country | _ | | | |
| Telephone Number | Cell Phone Number | | | | | | |
| Fax Number | | | | | | | |
| Email Address | | | | | | | |
| is hereby authorized to use the following | ng describ | ed land or fa | cilities in Charle | es Young Buffalo Soldier | s National Monument: | | |
| The area must be restored to its origin | nal condition | on at the end | of the permit. | | | | |
| The permit begins at ☐ am / ☐ SUMMARY OF PERMITTED ACTIVIT | | tached sheet | | The permit expires at information and condition | am / pm on | (mm/d | ld/yy). |
| Person on site responsible for adherer | | terms and co | onditions of the | permit (include contact i | nformation) | | |
| APPLICATION FEE | | | | | ☐ Received ☐ Not Required | Amount \$ | |
| PERFORMANCE BOND | | | | | ☐ Required ☐ Not Required | Amount \$ | |
| LIABILITY INSURANCE | | | | | ☐ Required ☐ Not Required | Amount \$ | |
| COST RECOVERY | | | | | ☐ Required☐ Not Required | Amount \$ | |
| LOCATION FEE | | | | | ☐ Required☐ Not Required | Amount \$ | |
| ISSUANCE of this permit is subject to obligations, and reservations, express | | | s. The undersig | ned hereby accepts this | permit subject to the term | ns, covenants, | |
| PERMITTEE Signature | | | | Title: | | Date: | |
| | | | | Title: Superintendent | | Date: | |
| Authorizing NPS Official | | | | | | | |
| Authorizing NPS Official (additional, if | required) | | | Title: | | Date: | |

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CONDITIONS OF THIS PERMIT

Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. [36 CFR 1.6(h)]

- 1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
- 2. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
- 3. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a revoked permit will be the responsibility of the permittee.
- 4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
- 5. The park area associated with this permit will remain open and available to the public during park visiting hours. This permit does not guarantee exclusive use of an area. Permit activities will not unduly interfere with other park visitors' use and enjoyment of the area.
- 6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice.
- 7. This permit may be revoked without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
- 8. This permit is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this permit or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
- Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of \$______ per Occurrence, \$_____ Aggregate and underwritten by a United States company naming the United States of America as additional insured. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.
- 10. Permittee agrees to deposit with the park a bond in the amount of \$______ from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met.
- 11. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.
- 12. The person(s) named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain available at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit
- 13. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this permit for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
- 14. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law.
- 15. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
- 16. Park is not responsible for lost, missing, or damaged items or personnel belongings.